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NOTES OF CASES.

Liability for Injuries Caused by Charivari.—A Kansas statute makes municipalities liable for all damages accruing in consequence of the action of mobs within their corporate limits. Shortly after the celebration of a marriage, a number of men gathered at a house where a bride and groom were staying, placed them in a wagon, drew it by hand up and down the streets, proclaiming their nuptials, and introducing them to passers-by in burlesque speeches. The wagon was pulled over a child, breaking his leg. He and his mother each sued the city. In *City of Cherryvale v. Hawman*, 101 Pacific Reporter, 994, the Kansas Supreme Court pronounced such a gathering a mob; remarking that the object of a charivari is about as barbarous as the pronunciation of its name. Whatever toleration it once had has long since passed away. Even when in vogue it was often attended with violence and bloodshed. If ever such an assemblage, with all its tumult and confusion, was not a great provocation to those annoyed and insulted by it, that time has gone by. Judgment against the municipality was affirmed.

Admissibility of Conversation of Deceased Insurance Agent.—The South Carolina Code provides that no party to an action shall be examined respecting a transaction or communication between him and a person at the time of the examination deceased, as a witness against a party prosecuting or defending the action as executor, administrator, heir at law, etc. The agent of appellant in selling to respondent, the owner of a small store, a fire insurance policy, had assured him that it was not necessary for insurers of small stocks of goods to comply with that clause of the policy which compelled the keeping of books in an iron safe. Before the trial the agent died. In *Berry v. Virginia State Ins. Co.*, 64 Southeastern Reporter, 859, payment of the insurance was refused on account of the violation of the terms of the policy. The South Carolina Supreme Court held the representation of the agent a waiver of the iron-safe provision in the policy, and the defendant, not defending the action as "executor, administrator, heir at law," or any other person named within the statute, it does not apply, so as to make inadmissible the testimony of the conversation of the deceased agent.

Suicide Caused by Injuries.—A helper employed about an unguarded nail machine was severely cut in the performance of his duty. For nearly a year after the accident he seemed to have lost his reason. Then he was found one day in a corn field with his throat cut—beyond a doubt his own act. In *Brown v. American Steel & Wire Co.*, 88 Northeastern Reporter, 80, appellant sought to recover from the employer of decedent for his death, asserting that the injuries